

## **DUF6 Draft RFP Questions & Answers**

**Note: Potential Offerors are cautioned that proposals should be based upon the requirements as set forth in the Final RFP dated June 17, 2009.**

**Question 140:**

Section B: DOE has not specified any fee parameters (no minimum, no maximum). Would DOE consider identifying these parameters in the Final RFP?

**Answer 140:**

Section B of the final RFP now states that for the Basic Term and the options of the contract there is no base fee amount and the total maximum award fee shall not exceed 10% of the estimated cost (excluding transition costs). See Section B, clauses B.4 and B.5.

**Question 141:**

Section B: There is only one five year performance period. This provides for very limited room for “creativity” on the part of the contractor to pose innovative technical approaches that could improve that could improve operations, enhance uranium recycling, and stimulate economic development. Would DOE consider adding at least one two, 5 year option periods to the contract award?

**Answer 141:**

The DOE does not plan to include term options in the final RFP to extend the performance period beyond five years.

**Question 142:**

Section B: In order to ensure uniform approaches to costing and to make it easier for DOE to evaluate costs among bidders, would DOE consider specifying escalation rates in the Final Request for Proposal?

**Answer 142:**

The final RFP includes minimum escalation factors to be used for cost proposal preparation purposes.

**Question 143:**

The requirement for the OTSP, the detail in the cost volume, and the need to keep key people available for a long time drive the cost of this proposal way up. What is DOE going to do to reduce this cost?

**Answer 143:**

DOE believes the requested OTSP and cost information are necessary to adequately evaluate the cost and technical proposals. The key personnel requirements have been revised in the final RFP.

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### **Question 144:**

C.4, various paragraphs: Will DOE provide the bidders with common estimating assumptions for all non-routine quantities (e.g., the fraction of cylinders that don't meet the design basis criteria for DUF6 feed; the number of cylinders likely to be TRU contaminated and unsuitable for refilling; the fraction on non-reusable cylinders)?

### **Answer 144:**

Section L.24 (e) (1) (iv) provides some assumptions for cost proposal preparation purposes. Additionally for proposal preparation purposes, DOE provided costs for certain activities and are included in Section L.24 (e) (2).

### **Question 145:**

Will DOE make draft Sections H and I available for questions and comments prior to the final RFP? These sections specify the contract terms and conditions and are most important for bid/no-bid decisions.

### **Answer 145:**

Draft Sections H and I were made available for comments in the second draft posting on March 19, 2009.

### **Question 146:**

Will DOE make draft Section J available for questions and comments prior to the final RFP? Items like the draft OTSP, Mandatory Services, and Government Furnished Equipment are important to understanding operation of these plants located on existing DOE sites.

### **Answer 146:**

Draft Section J was made available for comments in the second draft posting on March 19, 2009.

### **Question 147:**

Section H.1: Does DOE plan to make the referenced contract for the sale of AqHF available to Offerors?

### **Answer 147:**

DOE does not plan to post the AqHF sales agreement. Section L.24 of the final RFP provides cost assumptions for offerors to use in calculating the effect of these sales in their cost proposals. The sales contract will be assigned to the new contractor after contract award.

### **Question 148:**

Section H.13 (a) and H.21 (a):

(a) Does DOE plan to provide guidance on how the Offeror is to estimate the cost training requirement?

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(b) Is DOE considering a flat fee for all training or does DOE want this to be done on an individual basis?

### **Answer 148:**

(a) Additional guidance will not be provided and Section L.24 (d) provides the specific cost proposal instructions.

(b) The Contractor is to provide a training program in which individual employees receive training and the costs of the training do not exceed \$5,000 in cost per person.

### **Question 149:**

Section H.13 (b) and H.21 (b): Is DOE requiring the contractor to provide retiree medical coverage for non-grandfathered employees? Please clarify

### **Answer 149:**

The contractor is required to provide retiree medical coverage for non-grandfathered employees consistent with any applicable collective bargaining agreement(s), applicable law, and in accordance with the Contract. The Contract requires the contractor to provide market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees.

### **Question 150:**

Section H.16 (b) and H.24 (b): Is DOE requiring the contractor to become signatory to the current collective bargaining agreement? Please clarify

### **Answer 150:**

No.

### **Question 151:**

Clause H.1 (d) provides that submission of the Contractor Plan for sale of AqHF constitutes agreement that the CO or an authorized representative can examine contractor records. As currently drafted this clause may be overbroad. Will the DOE consider revising this language to specify that the CO or authorized representative can examine Contractor records relating to the Contractor's Plan for sale of AqHF?

### **Answer 151:**

The H.1 provision in the final RFP has been revised but still contains the cited records provision. This provision allows for the Contracting Officer and DUF6 Contractor to fashion an alternative means to records examination to track the cost of sales. See H.1 (g).

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### **Question 152:**

Clause H.2 specifies that only the Contracting Officer is authorized to modify any term or condition of the Contract. However, Clause H.5 (b) states: "The Contractor shall respond to DOE oversight and to concerns, findings, and observations as identified by the CO or the Federal Project Director (FPD) during the conduct of these oversight activities." Will the DOE consider clarifying clause H.5 (b) to reflect that any response to direction from the FPD is subject to the requirements of Clause H.2?

### **Answer 152:**

This provision has been revised in the final RFP to remove the reference to the FPD.

### **Question 153:**

Clause H.8 and Section L.23 (b) (3) requirements indicate a minimum of five Key Personnel are subject to the \$1 million fee deduction and another four subject to the \$500,000 fee deduction. The number of required Key Personnel combined with the magnitude of the potential penalties appears excessive relative to the size and complexity of the DUF6 contract. The number of Key Personnel specified combined with the extended evaluation period (projected award in late 2010) will result in increased bid costs for the contractors and substantial personal sacrifice (18 months minimum) from proposed Key Personnel. Will the DOE consider reducing (1) the number of required Key Personnel, (2) the magnitude of the H.8 fee deductions, and/or (3) the duration of the evaluation period?

### **Answer 153:**

The RFP places a high value on key personnel because the Department has concluded that key personnel, along with the technical approach and business management approach, will be essential to the success of this contract. Clause H.8 and Section L.23(c), discussing the key personnel requirements and the amounts have been revised in the final RFP.

### **Question 154:**

Reference H.1: Will DOE add a copy of AqHF Sales Agreement No. UDS-SA-06-001 dated June 5, 2006 to the solicitation website reference documents?

### **Answer 154:**

DOE does not plan to post the AqHF sales agreement. Section L.24 of the final RFP provides cost assumptions for offerors to use in calculating the effect of these sales in their cost proposals. The sales contract will be assigned to the new contractor after contract award.

### **Question 155:**

Section H.14 instructs that the Portsmouth Workforce Transition Plan (D-54) is due 10 days from Notice to Proceed. Table F-1 states deliverable D-54 is due 15 days from contract award. Similarly, H.22 instructs that the Paducah Workforce Transition Plan (D-58) is due 10 days from Notice to Proceed but Table F-1 states deliverable D-58 is due 15 days from contract award. Would DOE please clarify the submission dates?

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### **Answer 155:**

The respective tables will be revised.

### **Question 156:**

Conversion technology is not listed in draft RFP H.27, Table H-1 (Detailed Description of Government-Furnished Services and Items). In its response to question 132, DOE wrote: “conversion technology is installed and will be provided as Government-furnished.” Please confirm conversion technology is government-furnished.

### **Answer 156:**

The conversion technology is government furnished property; however, it will not be included in Table H-1.

### **Question 157:**

H.52 requires the contractor to accept assignment of existing subcontracts and agreements identified by the Contracting Officer. Will DOE provide a list and information about these subcontracts and agreements?

### **Answer 157:**

List of assignable subcontracts is included in Section H.52.

### **Question 158:**

J.14, Community Commitment Plan, is to be added at Award. We are unable to locate instructions in section L regarding this plan. Would DOE please clarify the requirement?

### **Answer 158:**

J.14 Community Commitment Plan is not a requirement of the RFP. Section I of the final RFP now requires the Contractor’s performance and business operations conform to the DOE community commitment as stated on Clause I.140.

### **Question 159:**

Section L: In Section L.24 (e) (4) iv, it is not clear how the proceeds from the sale of the HF product are to be reflected in the cost estimate information required here. Is an explicit credit “line item” to be shown in the Offeror’s cost estimate (i.e., a cost offset) or does DOE the Offeror to build the credit/cost reduction directly into the cost estimate somewhere else. Please clarify.

### **Answer 159:**

The final RFP contains DOE provided costs that include credit for the sale of AqHF for cost proposal preparation purposes.

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### **Question 160:**

L.24: Would the Government please consider providing the current baseline funding profile for this work?

### **Answer 160:**

The funding profile is not included in the RFP.

### **Question 161:**

L.24 PROPOSAL PREPARATIONS INSTRUCTIONS – VOLUME III: COST AND FEE PROPOSAL: What is DOE’s approach for ensuring that all bidders have a complete understanding of the equipment and processes in these proprietary, never-been-operated plants so that crews, maintenance schedules, and consumables can be estimated?

### **Answer 161:**

The system information is provided on the DUF6 website through various reference documents including but not limited to Project Plan Documents, System Requirements Documents (SRD), System Design Documents (SDDs), Process Flow Diagrams, Piping and Instrumentation Drawings, Cylinder Yard Management, and General Arrangement Drawings. Government Furnished Property is posted on the DUF6 website and will be provided at contract award. Some of the documents contain Unclassified Nuclear Information (UCI) or have proprietary markings. Instructions on how to obtain those documents can be found on the DUF6 website under “Requesting Sensitive Data”. See

<http://www.emcbc.doe.gov/DUF6/index.html?OpenDocument>

### **Question 162:**

L.24 PROPOSAL PREPARATIONS INSTRUCTIONS – VOLUME III: COST AND FEE PROPOSAL and ATTACHMENT L-4: These instructions require a very detailed and expensive cost proposal. However, this is a plant operations contract and not a target price contract, nor a project (unless DOE extends the term to 18-25 years). The contract most closely resembles the GO/CO M&O format that was developed specifically for this kind of DOE operation. DOE M&O proposals typically only require fee, transition costs, and key personnel (i.e., those costs that are likely to be peculiar to specific bidder). This is especially relevant inasmuch as the Draft RFP fixes a number of cost variables that will have a significant impact on the actual cost of performance. At the same time the draft RFP provides little information on staffing levels, which the incumbent DUF6 design, construction and start-up contractor will likely refine only as part of the plant start-up. The staffing assumptions that will be developed by the bidders based solely on a review of design information may be unrealistic, and are unlikely to be comparable. The advantage of the incumbent design and construction contractor, together with the high cost for developing a competing bid, is likely to limit competition.

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### **Answer162:**

The expected contract is not GOCO/M&O and requested cost information is necessary to adequately evaluate cost proposals and perform required cost realism analysis in a FAR based contract.

### **Question 163:**

Tables B-1 and B-2 contain cells for proposed FY2011 transition costs. L.24 (f) states that offerors should assume a 90-day transition beginning April 1, 2010 for Portsmouth and July 1, 2010 for Paducah. Based on these dates, a 90-day transition would be completed before FY2011. Can DOE clarify why Tables B-1 and B-2 have costs for transition in FY2011?

### **Answer 163:**

The final RFP, Section B and the tables have been revised to reflect the period of performance.

### **Question 164:**

In response to question 16, DOE has indicated that “substantial design information will be available as reference material prior to final RFP release”, our question is – How will DOE distribute the design information currently marked as “Proprietary” or will no proprietary information be released?

### **Answer 164:**

Documents marked as proprietary will be released to contractors after they have executed a non-disclosure agreement with DOE. Instructions on how to obtain those documents can be found on the DUF6 website under “Requesting Sensitive Data”. See <http://www.emcbc.doe.gov/DUF6/index.html?OpenDocument>

### **Question 165:**

F.2 (a) states that the contract Notice to Proceed may be concurrent with or follow the contract award. Table F-1 identifies required deliverables and a schedule for submission. F.5 states the schedule for submission is calculated on calendar days after contract award. The first deliverables are due within 10 days of award. Given the possibility that Notice to Proceed may be later than contract award, we recommend that the submission date be calculated on Notice to Proceed rather than contract award.

### **Answer165:**

Section F has been revised in its entirety. Table F-1 has been revised to state required submissions in terms of days after Notice to Proceed.

### **Question 166:**

Section H.8 (e): Given that DOE estimates the contract value to be in the \$350M to \$400M range, the \$1M penalties for removal of the Project Manager, Plant Manager or O&M Manager; and \$500K for removal of any of the other 5 Key Personnel seem excessive relative

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to what DOE has recently required for much larger contracts. For example, Savannah River Liquid Waste Program RFP, with a contract value of \$4.5B, provided a \$1M penalty for removal of only the Project Manager; and \$500K for the other 3 Key Personnel required. DOE has also specified in Section H.8 that these penalties will apply even in the event of a voluntary resignation. This gives all Keys too much leverage (e.g., threaten to resign unless their salary is increased) and is not cost-effective. These requirements will also create difficulties for both the contractor as well as the DOE because the DOE is required to approve salary increases.

### **Answer 166:**

The RFP places a high value on key personnel because the Department has concluded that key personnel, along with the technical approach and business management approach, will be essential to the success of this contract. Clause H.8 and Section L.23(c), discussing the key personnel requirements and the amounts have been revised in the final RFP.

### **Question 167:**

Section H. 50: This clause requires performance guarantees from “the parent companies of all the entities forming the new entity” whereas the instructions for preparation of the Offer Volume in Section L.22 (g) states that the guarantee is to come solely from the LLC Member. B&W TSG suggests that H.52 be changed to be consistent with L.22 (g).

### **Answer 167:**

Provision L.22 (g) has been revised to be consistent with the requirement in H.51.

### **Question 168:**

Section H. 55 This clause does not include a provision for reimbursement of contractor expenses related to Transition to Follow-on Contract. This is inconsistent with I. 77 FAR 52.237-3 which does provide for reimbursement of at least some contractor expenses. Please clarify.

### **Answer 168:**

Reasonable, allowable, and allocable costs incurred under performance of this contract are reimbursable including work performed in accordance with clause H.54 (previously H.55).

### **Question 169:**

Local 689 strongly urges that the RFP include detailed and specific requirements for the successful contractor to commit to economic and community development and to using local resources for purchasing and otherwise.

### **Answer 169:**

We have considered your comment in the preparation of the Final RFP.



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### **Question 170:**

H.10 & H.18 The Union acknowledges and appreciates the Department's detailed provisions in this draft RFP regarding workforce transition, including the right of first refusal and hiring preferences (discussed further in the following paragraph), the detailed provisions regarding pay and benefits, and the other protections regarding the existing workforce at the Portsmouth and Paducah sites. However, we are concerned about the lack of a specific reference – here and in other portions of Section H – to Section 633 of the Energy Policy Act of 2005, 42 U.S.C. § 2297h-8(a) (hereinafter “Section 633”). This statute specifically incorporates the concept and definition of “grandfathered employees” that is contained in the UDS multi-employer pension and welfare plans that are cited in the draft RFP and includes other requirements regarding the continuity of benefits for the existing workforce at Portsmouth and Paducah. The Union suggests that the provisions of this statute be referenced specifically in the final version of the RFP.

### **Answer 170:**

The Contract requires the Contractor to comply with all applicable law, which includes 42 U.S.C. 2297h-8(a), Section 633 of the Energy Policy Act of 2005. However, in order to ensure that the Contractor understands that Section 633 applies, the aforementioned statute will be added to Section J, Attachment J-1, List A, List of Applicable Federal Law & Regulations.

### **Question 171:**

H.11 & H.19 The Union generally welcomes the right-of-first-refusal hiring preference provisions of Section H.11 and H.19, which sets forth a reasonable system of preferences based on skills and experience, as well as site-wide seniority. Local 689 believes such provisions will promote stability within the local community while providing the successful contractor with a skilled, motivated and committed workforce to ensure successful performance. However, in the Union's view, the requirement for a “hiring preference” for some existing or laid-off site employees does not go far enough; the experienced employees of all of the current contractors at this site should be given a right of first refusal for those jobs that involve similar job duties to their current or most recent positions. Such a process would ensure that qualified, experienced individuals are given the first chance to fill these jobs, ensuring a continuity of the workforce that is in the employees' interests and, equally important, will provide the contractor and the DOE with the highest quality, best-trained and most safety-experienced employees.

### **Answer 171:**

See Clause H.11(A)(1)(a) and Clause H.19(A)(1)(a) that provide for a right of first refusal for employees who hold or held the positions or perform or performed the functions during the Workforce Transition Period or in the six months preceding the Workforce Transition Period. The right of first refusal extends to the employees of the UDS Incumbent Contractor, and individuals who have been identified as being at risk of being involuntarily separated by LPP, TPMC, USEC, PRS, and SST.

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### **Question 172:**

H.12(E)(1)(a) & H.20(E)(1)(a) This provision ultimately may be unwieldy to administer because – unlike in previous workforce transitions from one contractor to another – in this situation the new contractor may be hiring individuals from several different incumbent employers. Although the Union contracts are similar in the different bargaining units at the Portsmouth site (and, we believe, at Paducah), they are not identical because they necessarily have been the result of individual negotiations with separate companies. The Union proposes that the new contractor be required to provide all employees initially (before bargaining with Local 689 in Portsmouth or Local 550 in Paducah begins) with the most favorable wages, benefits and other terms and conditions of employment applicable under any of the CBAs at the relevant location.

### **Answer 172:**

The Department recognizes that there may be differences among the collective bargaining agreements between the different employers and the USW at the Portsmouth Gaseous Diffusion Plant or the Paducah Gaseous Diffusion Plant site. However, the Department cannot dictate the wages, benefits, and other terms and conditions which were bargained for by the USW with a specific employer.

### **Question 173:**

H.12(F)(1) - (6) & H.20(F)(1) – (6) Local 689 is concerned about the provisions of this subsection requiring the successful contractor to make a periodic employee benefits value study to compare the value of the employee benefits at these locations to other groups and, in particular, to “align” employee benefits with some parameters yet to be determined. First, while the draft RFP provides for separate cost study comparisons for grandfathered and non-grandfathered employees, the Union submits that it is inappropriate to require the contractor to attempt to make benefit comparison for the grandfathered employees, since this group is entitled under Section 633 to certain specified benefits that are not provided to many employees in the private sector or even under other DOE contracts. Because there are no comparable employee groups, there can be no reasonable comparators for purposes of evaluating the grandfathered employees’ benefit costs.

Similarly, the use of a broad, national survey such as the one prepared by the U.S. Chamber of Commerce – and, in particular, the attempt in the draft RFP to “correct” the benefit value if it is more than five percent above the cost for the comparator group – would be inappropriate. First, the Union suggests that it may be difficult to find a reasonably proximate comparator group even for the non-grandfathered employees. Among other reasons, any comparator group would need to focus on unionized workers, a segment that traditionally has been able to obtain greater benefits than non-unionized workers. Furthermore, a comparison to a broad cross-section of employees fails to take into account the special concerns of workers in a nuclear facility regarding ongoing health care. Second, the use of a relatively small, five-percent variance from some national average (an “average” that necessarily would include employee groups that receive no benefits at all) to trigger a “correction” or “alignment” of the contractor’s benefit costs artificially lowers standards for such benefits for the Paducah and Portsmouth workers.

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Finally, Local 689 believes that the requirement for the contractor to prepare a “corrective action plan” regarding benefit costs for approval by the Contracting Officer is at least potentially violative of the provisions of Section 633 as well as of the collective bargaining rights of the employees under other provisions of this draft RFP and under the National Labor Relations Act.

For all of these reasons, the Union urges the DOE to remove the provisions of subsection H.4 (F)(1)-(6) from the draft RFP.

### **Answer 173:**

The solicitation requires the Contractor to comply with all applicable law, including the National Labor Relations Act (NLRA), 42 U.S.C. 2297h-8(a)(Section 633 of the Energy Policy Act of 2005). Additionally, Clause H.12(E)(2) and Clause H.20(E)(2) require the Contractor to comply with any applicable collective bargaining agreement(s), applicable law, and the terms and conditions of the Contract. Further, Clause H.13(B)(1) Benefit Plans and Clause H.21(B)(1) Benefit Plans require the Contractor to provide Grandfathered Employees pension and other benefits in accordance with applicable law, applicable collective bargaining agreement(s), and the provisions of the Bechtel Jacobs Company (BJC) Multi-Employer Pension Plan (MEPP), the BJC Multiple Employer Welfare Arrangement (MEWA), and other existing benefit plans for Grandfathered Employees.

Separate Employee Benefits Value (BEN-Val) studies and Employee Benefits Cost Study Comparisons for Grandfathered Employees and Non-Grandfathered Employees are required in recognition of the differences in the types of benefits to be provided by the Contractor for Grandfathered Employees and Non-Grandfathered Employees.

Section 633 does not prohibit the solicitation’s requirement for the Contractor to submit Ben-Val studies or corrective action plans. Any proposed changes to the benefit plan(s) resulting from the corrective action plans are required to be approved by the Contracting Officer as well as be in accordance with applicable law and collective bargaining agreement(s).

### **Question 174:**

H.12(F)(9) & H.20(F)(9) This provision limits cost reimbursement for post-retirement benefits (PRBs) to plans that include DOE-approved requirements for a minimum period of continuous employment service of not less than five years under a DOE cost-reimbursement contract immediately prior to retirement. As noted, many individuals who are entitled to the hiring preference under this RFP and who might become employees of the contractor are eligible to receive PRBs through the multi-employer welfare plan currently administered by UDS. To the Union’s knowledge, this requirement for covered employment immediately prior to retirement is not contained in the provisions of the UDS plan; therefore, it should be removed from the draft RFP, at least as regards the grandfathered employees who are entitled to receive benefits under that plan. (It may be that this was the agency’s intention when it included in the draft RFP the following language: “Notwithstanding the previous sentence, the costs of PRBs will be reimbursed for individuals meeting the DOE-approved eligibility requirements of the

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applicable DOE-approved employee benefit plan.” However, this is not entirely clear. If the DOE intends to specify that participants in this plan remain eligible for PRBs, that proviso should be stated more expressly.)

### **Answer 174:**

The costs of PRBs will be reimbursed for individuals meeting the DOE-approved eligibility requirements even if the eligibility requirement is not based on a minimum period of continuous employment service not less than five years under a DOE-cost-reimbursement contract(s) immediately prior to retirement. The eligibility requirements to date for UDS’ PRBs have been approved by DOE

### **Question 175:**

Section I. 26: In light of the fact that this is a management and operations type contract, DOE should consider substituting DEAR 970.5232-2 for FAR 52.216-7, as modified by DEAR 952.216-7, Alternate II.

### **Answer 175:**

This is not an M&O contract; it is a FAR based CPAF contract. DOE has determined these clauses to be inapplicable to this acquisition. Therefore, FAR 52.216-7, as modified by DEAR 952.216-7, Alternate II applies.

### **Question 176:**

The requirement to submit a detailed technical approach for the Operations Test and Start-Up (OTSP) of the facilities along with a detailed estimate of costs heavily favors the incumbent participants. This is particularly true for Areva as they operate a similar facility in France. Even providing detailed engineering drawings and technical information as part of the technical library can not overcome the incumbent advantage as they have continued access to the facilities and will gain an intimate understanding of O&M as they go through readiness reviews.

### **Answer 176:**

The final RFP states DOE's minimum needs. The Department takes your concern very seriously and has strived to provide as much information as possible to even out the playing field among offerors for this procurement.

### **Question 177:**

DOE's plan to transition to a new operating contractor that is not heavily involved with the Operational Readiness Review presents a high risk for successful plant start-up. For proposal purposes, we can make the assumption that all ORR deficiencies have been corrected, however, the reality is that there will be important issues that occur during ORR that can have major impacts to the successful start-up of the operations. It is likely that incumbent personnel key to the success of transition will disappear after completion of the Readiness Review.

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Participation in the readiness review by the new contractor will assure the best practical knowledge of plant operations is achieved before the incumbent staff disappears.

**Answer 177:**

Comment noted.

**Question 178:**

The overall procurement process will be very expensive for participants due to the combined requirements for a detailed technical approach, detail cost estimate and oral discussions. If a cost estimate already exists, then we recommend issuing the existing baseline and asking for detailed explanations on innovative approaches to reduce costs. This would not only level the playing field, but give DOE a well scrubbed baseline to start the new contract. Cost estimates performed by non-incumbents will have little value either to the evaluation process or as a starting point for baseline purposes since intimate site and design knowledge are required to provide an accurate estimate at the level of detail requested.

**Answer 178:**

The RFP includes documentation and pricing information to assist Offerors and limit cost proposal preparation costs including: incumbent labor and fringe rates, escalation factors, WBS Dictionary, and DOE provided costs for selected activities. The DOE does not plan to provide an Operations baseline or funding profile.

**Question 179:**

DOE's procurement schedule is unnecessarily long. To effectively compete for this contract, companies will have to sequester talented key personnel now to begin immediately devising a difficult technical approach and then keep these personnel available for the next two years during the final RFP, oral presentations, and final evaluation process. This increases the costs to bid significantly and puts talented personnel's careers on hold for a significantly long time.

**Answer 179:**

Comment noted. The Department has and will use its best efforts to streamline this procurement.

**Question 180:**

The current contract is only for 5 years. Based on the significant costs to bid, there should at a minimum be award term options for additional years (up to 10). Award term options are beneficial to DOE in that they can not be awarded if a contractor's performance is poor and they help maintain continuity and critical knowledge for much longer if the contractor is performing well.

**Answer 180:**

DOE plans to maintain the 5 year period of performance.

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### **Question 181:**

The competition process is unnecessarily lengthy and expensive in our opinion. Reliance on a detailed technical approach and cost-estimate as evaluation factors makes the competition unfair to non-incumbents, especially for a facility as unique as this. We would like to offer the opportunity to meet one-on-one and discuss potential alternative procurement strategies.

### **Answer 181:**

The final RFP has been posted; therefore, the Government can no longer conduct one-on-one sessions with potential offerors.